

CONTRACT AGREEMENT

This Contract is entered into, effective as of 3/30/2015, by and between, Superior Fire Protection (hereinafter referred to as "Contractor") and RDS Properties II LLC (hereinafter referred to as "Owner")

Owner (name & address): RDS Properties II LLC
4217 West Seattle Street
Broken Arrow, Oklahoma 74012

Contractor (name & address): Superior Fire Protection
12330 E. 60th Street, Suite F
Tulsa, Oklahoma 74146

Project: Stogeys Cigar Bar
207 S. Main
Broken Arrow, Oklahoma 74012

Contractor and Owner, for good and valuable consideration, agree and set forth below:

- A. **Contract Documents:** The Contract includes and incorporates by reference this Contract Agreement and attached Proposal dated; 12/08/2015.
- B. **Scope of Work:** Contractor agrees to furnish all labor, services, materials, and equipment required for the complete, prompt, and efficient performance of the work generally described as follows:

- See attached proposal dated December 8, 2014.

Exclusions:

- See attached proposal dated December 8, 2014.

- C. **Contract Amount:** For performing the work generally described in Paragraph B and/or in the attached Proposal, Owner agrees to pay Contractor in accordance with Paragraph D, subject to additions and/or deductions for changes in the work, in accordance with Paragraph I, the total sum of: **\$25,282.00 (Twenty Five Thousand Two Hundred Eighty Two and 00/100)**

This amount includes all applicable taxes, including but not limited to, any sales and use tax. Contractor hereby certifies that it is properly licensed in the state wherein the Project is located to collect and pay any applicable taxes.

- D. **Payments:** Invoices are to be rendered on a progress basis for materials delivered to the jobsite and work completed through the date, normally the last day of each month. Owner agrees to pay such progress billing in full less 5% retention held. Terms of payment are net thirty (30) days from date of invoice. Owner agrees that payment to Contractor shall not be contingent upon settlement of any insurance claim of Owner. Final payment shall be in all cases due and payable within thirty (30) days after final invoice date. For special order materials, Owner agrees to pay Contractor in accordance with any special vendor payment stipulations.
- E. **Default:** In case of any default by Owner, Contractor may declare the price for all unpaid installments, plus materials purchased and work performed but not invoiced, to be immediately due and payable. Default by the Owner shall consist of failure to pay any installment invoice when due, no demand necessary. A service charge will be assessed and added to the price on all payments past due and owed by the Owner under this contract at a monthly rate of 1.5%, or if such rate is prohibited under applicable law, then at the maximum rate permitted under applicable law. Owner shall pay any reasonable attorney and collection fees incurred on the collection of past due accounts.
- F. **Defects, Guarantees:** The Contractor agrees to make good without cost to the Owner any and all defects due to faulty workmanship and/or materials for which written notice is received by Contractor within the period of one year (1) from date of substantial completion of the project.
- G. **Losses:** Any loss or damage from any cause, not by the fault of the Contractor, to the materials on site or work in place shall be borne by the Owner. Owner assumes no responsibility whatsoever on account of damage to or theft of Contractor's tools and/or equipment, unless said tools and equipment are damaged or stolen by negligence of the Owner. Owner and Contractor waive claims against each other for consequential damages arising out of this Contract. Consequential damages include, but are not limited to, loss of use, income, profit, business and reputation.
- H. **Changes to Scope:** Changes, alterations, and additions to the plans, specifications, schedule or scope of work described in this Contract shall be approved in writing by Contractor and Owner. For any changes to this Contract, there shall be a corresponding increase or decrease in contract price, the value of which shall be agreed upon prior to performance of said work and an equitable adjustment of time to complete, if warranted. If no agreement is reached prior to performance of additional work, and Contractor is directed by Owner to continue with said work so as to avoid delays, then price based on a time-and-material basis will be considered as accepted and payable by the Owner, and invoiced as a change to this Contract.
- I. **Termination of Contract:** In the event the Contract between the Owner and the Contractor should be terminated prior to its completion, then the Owner and the Contractor agree that an equitable settlement for work performed under this agreement prior to such termination, will be handled as a Change to Scope of the Contract as provided by Paragraph I above. If no agreement is reached, through no fault of Contractor, then this Contract shall be considered in default, and shall be handled in accordance with Paragraph E.

- J. **Insurance Requirements:** Contractor shall procure and maintain the following insurance limits:

Workers Compensation	Statutory Limits
Employer's Liability, including "Stop Gap"	\$1,000,000 each accident
Commercial General Liability	\$2,000,000 each occurrence \$2,000,000 products/completed operations aggregate \$4,000,000 general aggregate (per project)
Commercial Automobile Liability	\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

A certificate of insurance will be provided upon request. If insurance coverage is required above the levels listed above, they can be provided with additional premium costs paid for by the Owner, with a change to the Contract in accordance with Paragraph I.

- K. **Indemnification:** The Contractor agrees to assume responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of or resulting from, the execution of the work provided for in this Contract or occurring or resulting from the use by the Contractor, his agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Contractor, the Subcontractor or third parties, but only to the extent caused by the negligent act or omission of the Contractor, and save harmless the Owner, his agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner may be or may be claimed to be, liable, but only to the extent caused by the negligent act or omission of the Contractor, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph and the Contractor further agrees to obtain, maintain and pay for such general liability insurance coverage and endorsements as will insure the provision of this paragraph.
- L. **Arbitration:** At Contractor's discretion, any disputes arising under this Contract shall be resolved by binding arbitration to be administered by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules in affect on the date of the Contract. The hearing shall be held in Tulsa, Oklahoma.
- M. **Entire Agreement:** This Contract represents the entire agreement of the parties and it supersedes all prior negotiations, representations or agreements, whether oral or written.
- N. **Amendment:** This Contract may be amended only by a written instrument signed by both parties.
- O. **Notice:** All notices required hereunder shall be in writing and deemed to have been given when delivered personally or one (1) business day after being sent by overnight carrier or three (3) business days after being sent by U.S. Mail. All notices should be sent to the addresses listed above, unless changed by written notice.
- P. **Code Requirement:** Contractor represents that the bid proposal meets all applicable rules, codes, ordinances or other requirements of any political subdivision having jurisdiction over the site and agrees that completion of the work shall include a satisfactory inspection of the

job by The City of Broken Arrow and the issuance of any certification necessary for the issuance of an occupancy permit.

In Witness whereof, the Contractor and Owner signify their understanding and agreement with the terms hereof by signing below:

CONTRACTOR

OWNER

By: _____

By: _____

Its: Division Manager

Its: _____

Date: _____

Date: _____

Federal Tax ID # 45-4065183

State Tax ID # STS-10063862-05